

## **I PREAMBLE**

The agreement entered into by the Mayor and Council of the Township of Delran hereinafter referred to as the "Employer" and the employees of the Township of Delran, Communications Workers of America, Local 1034 hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the employer and the Union, the establishment of an equitable and peaceful procedure to the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment.

## **II RECOGNITION**

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Annex A, and by reference, made as part of the agreement. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

## **III RIGHTS AND PRIVILEGES OF THE UNION**

No employee will be required to answer or respond to any charges alleged by any Councilman or Committee of the Council, Mayor, Administrator or supervisor without having a Union Representative present, or another representative of his own choosing. The employee may waive his rights to have a representative present.

### **(A) TIME OFF FOR STEWARDS**

The Township may grant three stewards up to two days off per year with prior written approval of both department head and Township Administrator for attendance at union work shops.

#### **IV MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furthermore thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the Union of its rights, responsibilities and authority under R.S. 40 and R.S. 11, R.S. 40A or any other national, state, county or local laws or ordinances.

#### **V MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township of Delran, in the County of Burlington, State of New Jersey, and that there should be no interference caused by the Union or its members with such operation.

B. The Union covenants and agrees that during the terms of this agreement neither the Union nor any person acting in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown walkout or other job action against the Township. The Union agrees that such action by the Union would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and advise all members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walkout or job action, the union covenants and agrees that neither the union or any member acting in its behalf will cause or participate in any such activity and the Union shall entitle the Township to deem such activity as grounds for appropriate action against the individual subject to the application of procedures set forth by law.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United States or the Constitution of New Jersey.

## **VI DUES AND REPRESENTATION DEDUCTIONS**

The following procedure will be followed in regard to union dues deductions and the forwarding of these dues. The Employer agrees to deduct bi-weekly from the base pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly union dues. Deduction of union dues made pursuant hereto shall be remitted by the Township to the Communications Workers of America, AFL-CIO c/o Treasurer, 1 Lower Ferry Road, West Trenton, New Jersey 08628 by the tenth (10) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

A.. Purpose of Fee - All eligible non-member employees in this unit, which specifically excludes all management positions, will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. Amount of Fee - Prior to the beginning of each contract year, the union will notify the employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits finances through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85 percent of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee - After verification by the employer that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union. The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as

excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who became eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

D. Demand and Return System - The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The Burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rate share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union. The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three member board established by the Governor.

E. Township Held Harmless - The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

F. Legal Requirements - Provisions in this clause are further conditioned upon all other requirements set by statute.

## **VII POSITIONS AND COMPENSATION**

A. The proposed salary ranges shall be established and applied to all positions covered by this Agreement.

B. The minimum rate shall be the hiring rate for each title. Employees with special skills or experience may be hired in excess of the minimum hiring rate at the discretion of Management. In the event that the employee shows special skills and his work record and performance are above average the Administrator may advance the employee to a higher rate within his classification, premature to his "after first year" increase. Management shall notify the Union, in writing, of any action taken under this paragraph.

C. The Township Administrator may grant step increases from Base step to Step 3 as follows:

1. Base to Step 1 after 30 days of continuous employment.
2. Step 1 to Step 2 after 60 days of continuous employment.
3. Step 2 to Step 3 after 90 days of continuous employment.

D. Employees may automatically move to the next higher step after a full year of continuous employment effective on the anniversary date of the last step or promotion or increase in salary of any kind.

E. Whenever an employee is promoted, or, reclassified, to a position having a higher salary range, then his/her salary rate shall be adjusted to the step level at, or above, the employees old salary rate as determined by Management.

F. The terms and conditions of this agreement may be modified under a situation of emergency as declared by the Mayor as per State Statute.

G. Salary and Wages - All employees' classifications and salaries are listed in Attachment A. The salaries listed in Attachment A reflect the following increases agreed to by the Union and the Township.

2006 – 4%  
2007 – 4%

**H. Longevity** - Employees who have served in a full-time capacity under this contract for at least four (4) years from their anniversary date after becoming employed with the Township, shall be eligible for the longevity in accordance with the schedule below:

After 4 Years -	\$400 per annum
After 7 Years -	\$500 per annum
After 10 Years -	\$600 per annum
After 13 Years -	\$700 per annum
After 16 Years -	\$800 per annum

Beginning in Year 2007

After 4 Years -	\$450 per annum
After 7 Years -	\$550 per annum
After 10 Years -	\$650 per annum
After 13 Years -	\$750 per annum
After 16 Years -	\$850 per annum

1. The number of years of service shall be the years of full time service and shall not include any years of part-time service, in the event an employee was transferred from part-time to full time service.

2. Payment shall be on or about December 1<sup>st</sup> of each year in a lump sum.

3. If an employee terminates his employment prior to receipt of his longevity payment, such will be prorated on his base salary to date of termination and paid in his final check.

**I. Work Schedules** - The regular starting time of work shifts will not be changed without forty-eight (48) hours advance notice to the affected employee. Emergency circumstances shall preclude this procedure.

#### **J. Hours, Work and Overtime**

1. Normal workday for the Department of Public Works shall consist of eight (8) continuous hours and a normal work week (40 hours) shall consist of five days.

2. Normal work day for the clerical employees shall consist of seven (7) continuous hours and a normal work week (35 hours) shall consist of five (5) days.

3. Normal work hours shall be as follows:

Highway Department - 7 AM - 3 PM  
(with  $\frac{1}{2}$  hour for lunch)

Clerical Employees - 9 AM - 5 PM  
(with 1 hour for lunch)

Court Clerk Office - Hours to be determined at the discretion of the Judge and Township Administrator.

4. The Employer will allow 15 minutes for travel of Public Works Department employees from the work site to the Municipal Complex so that trucks, tools, etc., may be serviced and stored and the employees will be in a position to leave at the end of the regular eight (8) hour work day. Those employees assigned to operate the Vac-All and the street sweeper shall be allowed an additional fifteen (15) minute period for this purpose.

5. Any employee in the Public Works Department who is required to work beyond the regular eight (8) hour workday shall be compensated with overtime payment.

6. For the purpose of payroll calculation, the work week shall commence at 12:01 AM on Sunday.

7. The form of overtime compensation, whether compensatory time or overtime pay, shall be at the discretion of the employee. No employee shall accumulate more than 240 hours of compensatory time per calendar year.

8. Authorized overtime compensation shall be computed at an hourly rate equal to 1-1/2 times the equivalent hourly rate for any time exceeding the regular eight (8) hour work day. Overtime compensation will be made on the following basis:

- a. 0 through 15 minutes, no payment
- b. 16 through 30 minutes, 30 minutes pay
- c. Over 30 minutes, one (1) hours pay
- d. All overtime payment beyond one hour will be compensated at the basis noted above.

9. Authorized overtime compensation for Sundays, and holidays shall be compensated at an hourly rate equal to 2 times the equivalent hourly rate for a regular 8 hour work day.

- a. Overtime compensation for the court clerk or deputy court clerk shall be as follows:

0 - 30 minutes	=	30 minutes
30 minutes - 1 hour	=	1 hour
1 hour +	=	Same as above

10. The supervisor shall maintain and post on a monthly basis a current list of employees and the amount of overtime they have worked. Overtime preference will be determined by the nature of the task to be completed. The employee who is primarily responsible for completing the particular task required in the normal discharge of his duties will be given overtime preference.

If two or more employees share equally the responsibility of performing the task required, then the employee having accumulated the least amount of overtime will be given preference for overtime work. If an employee refuses an overtime assignment, the hours worked by the person who accepts that assignment shall be added to the accumulated amount of overtime of the worker who refused the assignment.

11. If the supervisor cannot fill the overtime requirement after exhausting the above procedure, then the employees who are qualified to do the job with the least amount of accumulated overtime will be assigned the overtime work.

12. Employees called into work from home on an emergency call out, outside their regular work day, shall be guaranteed a minimum of three (3) hours pay at one and one-half times their hourly rate.

13. Employees working ten (10) straight hours shall be provided with a meal not to exceed five dollars (\$5).

14. Paychecks will be issued every other week. It is the intent of management to add weekly payroll if in the sole judgment of management that the technology and practice is possible.

15. All meetings except collective negotiating sessions scheduled by the Employer with the employees shall occur during the working hours or be considered authorized overtime.

16. Emergency hours worked not to exceed sixteen (16) hours. Personnel with sixteen (16) hours worked are to be sent home for a minimum of eight (8) hours rest.

17. Any employee of the Township who is required to work on any holiday for the Township shall be paid double time or be given double compensatory time as declared in writing by the employee. All compensation policies including vacation and sick leave shall be in accordance with State Civil Service rules and Personnel Ordinance.

18. In the case where an employee is called for emergency overtime and is required to work sixteen (16) hours and these hours then run concurrent with his normally scheduled work day, the employee will continue to receive overtime for that period of the sixteen hours that is worked. In addition should the employee's sixteen hours end during his normally scheduled shift, the employee will continue to receive straight pay for the remainder of his regularly scheduled work period. (Example) If an employee is called out at 8:00 pm on a Sunday evening and works sixteen straight hours which would expire at 12 Noon on Monday, the employee would be paid overtime for the first hours of the 7 to 12 shift on Monday. The employee would have to be sent home at Noon reaching the sixteen hours; however, he would collect straight pay for his regularly scheduled work hours from 12 Noon to 3:00 pm.

## **VIII HOLIDAYS AND PERSONAL DAYS**

A. All full-time employees shall receive (13) paid holidays as follows: New Year's Day, President's Day, Good Friday, Monday After Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day and, two (2) holidays, the date of which shall be mutually agreed to.

B. If any of the above holidays fall on a Sunday, Monday shall be considered as the holiday; if any holiday falls on Saturday, Friday shall be considered the holiday, if generally observed as such in the community.

C. If one of the preceding holidays falls within the employee's vacation period, the employee shall receive an additional day off.

D. Any employee of the Township who is required to work on any holiday for the Township shall be paid double time or be given double compensatory time as declared in writing by the employee. All compensation policies including vacation and sick leave shall be in accordance with State Civil Service rules and Personnel Ordinance.

E. All full-time employees shall receive four (4) Personal Days. Personal Days shall be non-cumulative and forty-eight (48) hours notice shall be given and request shall be granted based on departmental needs. Personal Days will be prorated during the new employee's first calendar year (not first twelve (12) months of employment). New employee will receive one (1) Personal Day for each full three (3) months of employment. (Example: employee is hired July 1<sup>st</sup>, employee receives one Personal Day on October 1<sup>st</sup>. When January 1<sup>st</sup> comes employee is given the four (4) Personal Days up front. )

No Personal day may be taken during the first ninety (90) days of employment except in the case of an emergency. In such cases, the day off must be approved in advance, in writing, by the Department Head and Township Administrator.

## **IX BEREAVEMENT LEAVE FOR DEATH IN FAMILY**

A. Employee shall be granted up to five (5) working days off with full pay for reason of a death of the employee's parent, spouse, domestic partner, or child. Employee shall be excused up to three (3) working days with full pay for reason of death of mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, stepchild or grandchild and other relatives residing in the employee's household.

B. An additional number of days up to four (4 days sick leave) may be granted for reason of a death in the employee's immediate family. For this purpose immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, domestic partner, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and spouses grandparent and relatives residing in the employees' household.

## X VACATION

A. Full-time employees covered under this agreement shall earn vacation during each year of service on the basis of the following schedule:

<u>Years of Service</u>	<u>Working Days Vacation</u>
1 - 4	13
5 - 9	16
10 - 14	18
15 - 19	20
20 +	24

B. Any employee hired January 1, 1990 and thereafter will use the Civil Service regulations as their basis for calculating their earned Vacation time during their first calendar year of employment, which is one (1) Vacation Day for each full or portion of month employed (example: Hire date of June 15, 1990, employee will earn seven (7) days of vacation in 1990, thirteen (13) days vacation for 1991, and sixteen (16) Vacation days beginning in 1995).

C. The following is for calculating vacation leave and vacation increases for anyone whose date of employment is prior to January 1, 1990. Anyone whose date of employment is from January 1, to October 1 and has been hired prior to January 1, 1990 is entitled to count that period as a year of service, and shall be eligible for vacation leave and vacation leave increases in accordance with the above schedule listed in "A".

D. Any employee who is laid off, retired or separated from the service of the employer, prior to taking his vacation, shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

E. Each employee shall be notified in writing on or before February 1 of each year of his sick and vacation entitlement.

## **XI LEAVE OF ABSENCE**

A. A permanent employee who is temporarily mentally or physically incapacitated to perform his duties, or who temporarily desires to engage in a course of study that will increase his usefulness upon his return to service, or who for any written reasons considered satisfactory to the Business Administrator may request, in writing, a leave of absence without pay from his regular duties with approval of the Business Administrator. This leave of absence may be recommended by the Business Administrator and granted by the Mayor without pay for a period not exceeding six (6) months. A leave of absence may be extended for one additional six (6) month period.

1. Any employee requesting a leave of absence without pay shall submit in writing the reasons for the request, the date that the leave is to begin and the probable date of his return to duty. At the time the leave is approved, a determination will be made as to whether the employee approved for such leave shall be entitled to his former position upon his return from such leave, or whether his name shall be placed on the re-employment list for this class, pursuant to the Department of Personnel Rules and Regulations.

2. Any employee granted a leave of absence due to temporary mental or physical incapacity may continue all benefits while on such leave, in accordance with requirements for N.J.S.A. 52:14-17.32 (d) and (e). The employee shall maintain and continue to accumulate his/her seniority and fringe benefits.

3. An employee on leave of absence, other than for reasons stated in paragraph A.2, Shall not earn annual vacation, personal, holiday or sick leave while on leave of absence. The employees longevity pay shall be prorated by the number of months on leave of absence without pay.

4. **FAMILY LEAVE ACT** - Public Laws 1989, Chapter 261 provides for leave to employees with newly-born or adopted children, temporary leave from their employment and guaranteeing job security and certain benefits during this leave. The Township of Delran recognizes the New Jersey Family Medical Leave Act and the Federal Family and Medical Leave Act and references them in this contract as evidence that the Township will comply with the requirements of this legislation.

a. Annual and Sick Leave: An employee who is on childbirth leave without pay is entitled to use accrued sick, annual, and personal leave for the period that she is unable to work, as certified by a physician. All other periods of leave related to childbirth leave shall be carried over until her return. An employee shall not earn annual sick leave while she is on childbirth leave without pay.

**5. Jury Duty and Court Attendance** - All full-time employees called for jury duty or subpoenaed to attend court shall be granted leave of absence without loss of normal pay while attending court. An employee shall pay over to the Township all sums of money received from the court for court attendance if attendance occurs during normal scheduled working hours. Notice of jury duty for court attendance shall be given to the Department Head as far in advance as possible. An employee required to attend court either as juror or witness shall, insofar as practical, perform his/her duties before court convenes or after it adjourns, so long as this occurs within his/her normal working day.

## **XII SICK LEAVE**

### **A. Definition**

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease, as outlined in N.J.A.C. Title 4A:6-1.3

### **B. Service Credit For Sick Leave:**

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of permanent and/or full-time provisional service.

### **C. Amount Of Sick Leave**

Sick leave with pay shall accrue to any full-time employee on the basis of the Rules and Regulations of the Department of Personnel, N.J.A.C. Title 4A:6-1.3

1. New employees - one (1) working day of sick leave with pay for each month of service up to the end of the first calendar year, thereafter, at the beginning of each calendar year employees shall be credited with fifteen (15) working days with pay. (Example: Employee is hired September 1, 2000, the employee shall receive 4 working days with pay for the year 2000, in January 2001 the employee shall be credited with fifteen working days with pay).

2. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability for any period for which said employee is entitled to such leave with pay.

3. Sick leave shall accumulate from year to year without limit.

#### D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation. If an employee is hospitalized and unable to communicate to the employer within the five day limit, a family member may, in place of the employee notify the employer of the employee's situation or hospitalization. The family member must provide the Township with verification from the hospital indicating the date that the employee was admitted to the hospital.

#### E. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or reoccurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. The Township may require proof of illness of an employee on sick leave, when ever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In the case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that the employees' return will not jeopardize his health or the health of other employees. Only in cases of such as this will the Township be required to pay for physician's expenses or fees.

**F. Accumulated Sick Leave:**

Eligibility: employee at retirement or permanent disability only. Employee at his or her option may elect one of the following:

1. Employee shall receive continued township pay at then the current rate for fifty (50% percent of accumulated sick days for those eligible days prior to retirement (**early retirement option**).

**Example of Early Retirement Option:**

John Smith plans on retiring on January 1, 1980 and has 200 days of accumulated sick time. Under this option John can retire before January 1, 1980 and continue to be paid at the current rate for 100 working days prior to January 1, 1980.

2. Employee shall receive direct cash payment for one-half of accumulated sick days at the current rate up to a maximum of \$9,000 (cash payment option).

Conditions: payment can be over 3 years/waives all claims to sick leave.

G. Any employee who during the course of a calendar year does not need use of any Sick Time and/or Workers Compensation days will be provided with a check in the amount of \$200.00 Dollars in the next pay after the completion of the calendar year.

**H. Retirement** - Minimum notice of retirement by employees must be made in writing in accordance with the policy set by the Township in the personnel policies and procedures manual. The Township shall require a minimum notice of one (1) year.

### **XIII     HEALTH INSURANCE**

- A. The Township agrees to continue to provide hospitalization and medical-surgical insurance during the lifetime of this Agreement, in accordance with present practices, equivalent to the New Jersey Blue Cross/Blue Shield 14/20 Rider J Major Medical policy.
- B. Prescription Drug Plan that covers the cost of prescription drugs for employee and family at a co-pay of \$5.00 for generic drugs and \$10.00 for name brand drugs.
- C. The Township shall provide for a dental plan for both the employee and his family.
- D. Eye Care Plan shall be provided as follows: The Township shall reimburse the employee for the cost of the examination, upon receipt of acceptable forms developed for this purpose, up to a total of \$200. If the examination costs less than \$200, the remainder shall be used to reimburse the employee, upon receipt of above referenced forms, for the cost of corrective eyeglasses or contact lenses, if so prescribed during the original examination. In the event that the original examination does not result in such a prescription, the remainder of the original \$200, if any, shall be used to reimburse the employee, upon receipt of acceptable forms, for the cost of an eye examination and/or corrective eyeglasses or contact lenses prescribed for an employee's spouse or child. In no event shall the total reimbursement in one calendar year to an employee exceed \$200. The employee is required to receive an eye examination once every two (2) years in order to be eligible for the eye care benefit.
- E. The Township may, at any time, change insurance carriers so long as substantially similar benefits are provided.
- F. Specific insurance plans referenced within this Article indicate the level of insurance provided at the time of signing of this Contract.

G. **Health Insurance Buy Out** - Any employee who has health insurance from another employer or under a spouse may elect a buyout from the Township Insurance under receipt of acknowledgment of other health insurance. That employee shall receive the following payment on December 1, of each contract year. Employee who has received no form of Township Health Insurance for the entire year up to that point:

Contract Year	2006	\$1,300.00	reimbursement
	2007	\$1,400.00	reimbursement

This provision shall not prohibit an employee from reentering the Health Insurance program should it become necessary at a later date.

#### **XIV LIFE INSURANCE**

The Township shall provide Life Insurance for all Employees covered under this contract in the amount of \$50,000.00

#### **XV DISABILITY INSURANCE**

The Township shall provide disability insurance providing payment of 66 2/3% of the regular base salary per week during the disability up to a maximum of one year. Employees must use all sick and vacation time prior to utilizing disability time.

#### **XVI WORKER'S COMPENSATION, SAFETY & HEALTH**

A. An employee injured on the job shall receive a leave of absence with pay for a period recommended by a duly licensed physician designated by the Business Administrator to examine such employee. A leave of absence under this clause shall be granted provided the injury sustained was not caused by the employee's negligence.

B. A leave of absence with pay for injuries on the job shall be for a period determined by the physician, not to exceed six (6) months. Such leave shall not be deducted from an employee's accumulated sick leave for such injuries.

C. As practical, the Employer shall at all times maintain safe and healthful working conditions and will provide employees with:

1. Summer and winter uniforms. Summer uniforms must be provided by April 1 and Winter uniforms must be provided before October 1 of each year.
2. Tools or devices reasonably necessary in order to insure their Safety and health.
3. Rain gear and rubber pullover boots
4. Safety shoes - up to \$200 per year

Any articles provided by the Employer are to be worn only during working hours. Articles are the property of Delran Township, but are the sole responsibility of the employee. Articles lost or stolen shall be paid for by the employee who was assigned the articles.

Work uniforms provided by the Township shall be worn by all employees. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, material and all other features and aspects of the uniforms.

Uniforms may not be worn other than while on duty for Delran Township. Safety equipment and other uniforms must be worn as prescribed by the Employer. All safety and health rules shall be obeyed by the employee.

D. Safety Committee - The employer and the union shall each designate two safety committee members. It shall be the joint responsibility to investigate and make recommendations on correcting unsafe and unhealthful conditions. They shall meet periodically to review conditions and make recommendations where appropriate. Union Safety Committee members shall be permitted reasonable opportunity to visit work locations for the purpose of investigating safety and health conditions during work hours with no loss in pay for a period to be authorized by the Township Administrator.

## **XVII NONDISCRIMINATION**

Neither the Employer nor the Union will discriminate for reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation or union activity.

## **XVIII GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure at the lowest level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the department. The grievance shall be defined as any dispute which may arise between the parties concerning the application, meaning or interpretation of this agreement. A grievance may be initiated by either an employee, a Union Representative or the Township. It shall be the responsibility of the employee to properly notify and inform the Union Representative when initiating a grievance.

### **Step I - Verbal Grievance**

a. Whenever an employee has a grievance, he should first present it verbally (or in writing if the employee chooses) to his immediate supervisor. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him or failing in that, must within that time advise the employee of his inability to do so.

b. When an employee is informed by his supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to a higher authority, do so in writing in the manner set forth in Step II below.

### **Step II - Formal Written Grievance**

a. The employee will prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Department Head.

- b. A copy of the grievance shall be presented by the employee to his Division Head, to whom the grievance was made verbally. The Division Head will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within five (5) working days after receipt of the written grievance the Division Head must present it with the information required to the Department Head or Administrator.
- c. The Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Council. The Council will then consider and formally act on the complaint within fifteen (15) days.
- d. In the event that the grievance has not been resolved at the previous step, the aggrieved may file with the Public Employment Relations Commission (PERC) within twenty (20) days after determination of the previous step and request for advisory arbitration. The arbitrator will be appointed and the case will be heard in accordance with the rules and regulations of PERC, except as modified by this Agreement. The arbitrator shall set forth the findings of fact in law and reasoning in rendering his decision and shall submit such decision in writing to the parties.
- e. The decision of the arbitrator will be advisory in nature only. The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the parties incurring same.
- f. All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of all action taken concerning the grievance shall be transmitted in writing to the employee.

## **XIX PERMANENT PART-TIME EMPLOYEES**

- A. For the purpose of this agreement a permanent part-time employee is defined as a position within the Township which is established for a period of time no less than six (6) months of uninterrupted service for more than 20 hours per week average.
  - 1. There are two types of part-time employees covered by this Agreement. Part-time I is defined as an employee who works from 20 hours to 29 hours per week average. Part-time II is defined as an employee who works from 30 hours to 37 hours per week. An average will be determined by management every six months.
- B. Unless otherwise stated below all terms and conditions set forth in this contract shall apply to permanent part-time employees.

C. Benefits for permanent part-time employees are as follows:

**a. Vacation:** It is the intention of the Township of Delran to provide a prorated share of vacation days based upon the same criteria that is utilized for the full time employees in terms of years of service. For example: For an employee who works four hours per day:

<u>Years of Service</u>	<u>Vacation</u>
1 - 4	13 4 hour days
5 - 9	16 4 hour days
10 - 14	18 4 hour days
15 - 19	20 4 hour days
20 +	24 4 hour days

Or whatever length of day is appropriate for the employee as would be determined by the employee's regular scheduled work day.

**b. Sick Leave** with pay shall accrue as follows:

(1). **New Hire** - one prorated working day of sick leave with pay for each month of service e.g. if the employee normal work day is four hours, employee would receive one four hour day off for each month of service, up to the end of the first calendar year in which the employee was hired.

(2). In January the Employee shall receive 15 prorated sick days with pay, and in every calendar year thereafter, e.g. if the employee normally works a five hour day, the employee would receive fifteen five hour days off in a calendar year. If at a later day, this employee becomes a full time employee, the sick leave benefit would have to be calculated in terms of hours and then would have to be divided by the number of hours in a regular full time day to determine how many sick days the individual had coming as per N.J.S.A. Title 4A:6-1.3.

**c. Bereavement:** The permanent part time employee will receive the same benefit as a full time employee in terms of bereavement leave except for the bereavement shall be prorated to indicate the proper number of hours per day that the employee will receive e.g. a permanent part time employee working an average of four hours per day will receive the same number of four hour days off that a full time employee would receive in the same circumstance.

**d. Holidays:** All part-time employees shall receive time off with pay for hours normally worked on a holiday, provided the employee is at work the day preceding the holiday and the day following the holiday. The submission of a medical excuse may waive the requirements of this section.

**e. Personal Days:** Permanent part time employees shall receive four prorated personal days E.g. part time employee who works a four- hour day, shall receive (4) four hour personal days during the course of the year.

**f. Longevity:** No part-time employee shall receive longevity pay.

**g. Health Insurance:** All part-time employees shall receive Health Insurance benefit.

**h. Life Insurance and Disability pay:** No part-time employee shall receive life insurance or disability benefits.

**i. Dental and Eye Care:**

Part-Time I - Shall not receive Dental or Eye care benefits.

Part-Time II - Employees shall choose either Dental or Eye Care benefit at the beginning of their employment.

**j. Prescription Care:** All permanent part-time employees shall receive prescription care benefits. Permanent part-time employees hired after January 1, 1991 will not receive the prescription plan.

## **XX PERSONNEL FILE**

A. An employee shall have the right to see and review all documents in their personnel file.

B. An employee shall be permitted to have a copy of any documents in his/her file.

C. Employees shall be given copies of all disciplinary matters in which they shall sign for at the time they are served.

D. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.

## **XXI BENEFIT SCHEDULE FOR NEW EMPLOYEES**

All new employees hired on January 1, 2002 and thereafter will receive all the benefits of all other employees covered by this agreement except that their basic health insurance will be delayed for three (3) months after date of hire. Prescription benefit will be delayed for six (6) months after date of hire; and disability, life insurance, eye care and dental will be delayed until after twelve months.

## **XXII RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT**

The Township will provide a new benefit of a cash payment reimbursement to any employee who retires from the Township, to help defray the cost for the premium for their obtaining their own health insurance, with the following conditions:

1. The employee shall have been an employee of the Township for at least 25 years and shall have been retired in accordance with the terms of PERS.
2. The employee retires no earlier than age 55.
3. The employee will receive this benefit for a maximum of ten (10) years.
4. A cash payment by the Township will be a reimbursement up to a maximum amount of \$4,000 per year for any amount expended by the retired employee to obtain health insurance.
5. The only exception to the above four (4) conditions will be if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the Township will provide this maximum \$4,000 cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment with the Township will be eligible for this benefit after taking an early retirement for disability purposes.
6. This reimbursement will be paid by the Township for a like amount paid by the retired employee for health insurance only (not prescription, vision nor disability insurance/care). The retired employee must submit proof of payment (canceled check, paid invoice or receipt from insurance company) to the Township's Treasurer, who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

## **XXIII LAYOFF AND RECALL**

- A. The Township will comply with the Department of Personnel's rules and regulations with respect to layoff and recall.

#### **XXIV LOCKERS**

Lockers shall be provided to all employees in the Delran Township Public Works Department.

#### **XXV – VEHICLE USE**

The Township would be willing to pay the IRS rate for mileage for use of employee's own vehicle in those instances in which the Township has authorized the educational course and the submission request is put in advance for approval for mileage.

#### **XXVI DRUG AND ALCOHOL POLICY**

The Township of Delran has provided a Drug and Alcohol policy in its Employee Manual, adopted on May 22, 2001, page 29 and 30 and reference the same in this agreement.

#### **XXVII FULLY - BARGAINED PROVISIONS**

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing only executed by both parties.

#### **XXVIII SEPARABILITY AND SAVINGS**

A. If by an provision of this Agreement any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **XXIX DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in full force and effect through December 31, 2007.. The Agreement shall continue in effect from year to year after December 31, 2007, subject to modification, change or termination by either party on written notice, no sooner than one hundred eighty (180) days nor later than one hundred fifty (150) days prior to the expiration date of the Agreement.

B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by the undersigned at Delran, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

TOWNSHIP OF DELRAN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL 1034

---

JOSEPH A. STELLWAG  
MAYOR

---

CARLA KATZ, PRESIDENT  
C.W.A. LOCAL 1034

---

JEFFREY S. HATCHER  
TOWNSHIP ADMINISTRATOR

---

RUTH L. BARRETT CWA  
INTERNATIONAL REPRESENTATIVE

ATTEST:  
BERNADETTE MCPHEE  
TOWNSHIP CLERK

---

FLORENCE McNAMARA  
STAFF REPRESENTATIVE

---

KATHY KOTLAREK, NEGOTIATION  
COMMITTEE MEMBER

---

RAYMOND BURGESS, NEGOTIATION  
COMMITTEE MEMBER

---

HELENE HARK, NEGOTIATION  
COMMITTEE MEMBER

---

KEVIN LEFFERTS, NEGOTIATION  
COMMITTEE MEMBER

